



## Request for Proposals (RFP)

City of Torrance | 3031 Torrance Blvd, Torrance CA 90503 | [www.TorranceCA.Gov](http://www.TorranceCA.Gov)

**RFP No. B2015-28**

**RFP for Madrona Marsh Nature Center and Preserve Improvements**

### RFP Submittal Information

Proposals may be mailed or hand delivered. No faxed proposals will be accepted.

**Late proposals will not be accepted. No Exceptions**

<b>Location:</b>	Office of the City Clerk 3031 Torrance Blvd. Torrance, CA 90503
<b>Date:</b>	Monday, September 28, 2015
<b>Time Deadline:</b>	3:00 p.m. Local (Pacific) Time

### Submittal Requirements

An original plus two (2) printed copies of your RFP submittal must be submitted in a sealed envelope and marked with the RFP number and title by the deadline time deadline listed above. Your submittal must include the following: Proposers that do not provide these items in their proposal will be disqualified and their proposal will not be evaluated.

- Cover Letter
- Proposed Submittal Form (Section III pages 11 and 15) of this document and all addenda
- Proposer's Affidavit- Attachment 1
- Table of Contents
  - 1. Project understanding and Approach
  - 2. Firm and sub-consultants qualifications and experience with similar projects
  - 3. Project Team (organization chart and brief biographies & experience of key personnel).
  - 4. Relevant Projects of Project Team and References
  - 5. Project Schedule
  - 6. Cost

### Prior to the award of a Contract

The successful vendor, must submit the following to the City of Torrance

- Proof of insurance, as indicated in the terms and conditions of this RFP document.
- Proof of a City of Torrance Business License, please contact the City of Torrance Business License Office at (310) 618-5923.

### Notice of Mandatory Pre-Proposal Conference

The City will conduct a mandatory briefing session for prospective vendors. The pre-proposal conference will start promptly at the time and location listed below. You must arrive on time and stay for the entire conference.

**Location:** Madrona Marsh Nature Center  
3201 Plaza Del Amo, Torrance 90503  
**Date:** Tuesday, September 1, 2015  
**Time:** 10:00 a.m.

### Questions Regarding this RFP Must be Submitted in the Form of an E-Mail

- Your E-mail must include the RFP number and RFP title in the subject heading.
- The deadline to submit questions is 12:00 Noon Pacific Time on Tuesday, September 15, 2015
- Your questions should be directed to: Diane Megerdichian, Sr. Business Manager at [dmegerdichian@torranceca.gov](mailto:dmegerdichian@torranceca.gov)

**SECTION I RFP INSTRUCTIONS AND INFORMATION**

Notice is hereby given that sealed proposals will be received in the office of the City Clerk, City Hall, 3031 Torrance Boulevard, Torrance, CA, **until 3:00 p.m. Monday, September 28, 2015**. An original and two (2) printed copies of each proposal must be submitted in a sealed envelope and clearly marked: **"RFP for Madrona Marsh Nature Center and Preserve Improvements, RFP No. B2015-28"**.

**The City of Torrance:**

The City of Torrance is situated on the western side of Los Angeles County. It is bordered by the Palos Verdes Peninsula on the south, the City of Gardena on the north, the City of Redondo Beach on the north and west boundaries, the City of Lomita on the east and the Pacific Ocean on the west. The City encompasses an area of approximately 21 square miles, 329 miles of Streets, 1870 intersections, 550 miles of sidewalks, 47,000 Street Trees, 6 Public Libraries, a Municipal Airport, 46 Parks & Recreation Amenities, 6 Fire Stations, 1 Police Station and 1 Police Community Center, and has an estimated population of approximately 146,115, which makes Torrance one of the top 10 cities in Los Angeles County in regards to population.

**Background:**

The Madrona Marsh Preserve is thought to be one of the last remaining vernal, freshwater marshes in Los Angeles County. The Preserve is situated within the greater El Segundo Sand Dune System. Each of the Preserve's habitats, back dune, coastal prairie, alkali margin, vernal pool and vernal marsh, house their own specially adapted native plants species.

The 8,000-square-foot Madrona Marsh Nature Center is located across from the Madrona Marsh at 3201 Plaza del Amo. After thirty years, the community's dream came to fruition on Saturday, April 28, 2001 when the Center opened.

The \$1.8 million project, including \$200,000 for exhibits, was a joint venture of the Friends of the Madrona Marsh and the City of Torrance, using funds from Proposition A, which passed in 1996, and the Los Angeles County Safe Neighborhood Parks Acts of 1992. An additional \$95,000 from the Parks and Recreation Department budget paid for the cost of furniture, supplies and equipment. The architecture firm Bryant Palmer Soto designed the Nature Center.

The goal of the City with this project is to increase visitor awareness of the Preserve through increased interactive exhibits. The second goal is to increase visitor knowledge of the Preserve without having to increase staffing levels.

**Grant Funding Requirement:**

Funding is from the Proposition 84--Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006. This is an education grant first and foremost, with emphasis of sustainable design within the budget.

## **Proposal Format:**

Interested Consultants must submit three (3) separately bound copies of their proposal. One (1) of the three must be an original. Proposals must include the following information in the ordered format outlined below:

- Cover Letter
- Proposed Submittal Form (Section III pages ? and ?) of this document and all addenda
- Proposer's Affidavit- Attachment 1
- Table of Contents
  - 1. Project understanding and Approach
  - 2. Firm and sub-consultants qualifications and experience with similar projects
  - 3. Project Team (organization chart and brief biographies & experience of key personnel).
  - 4. Relevant Projects of Project Team and References
  - 5. Project Schedule
  - 6. Cost

## **Mandatory Pre-Proposal Conference:**

Consultants intending to submit a proposal on this project must ensure that a representative from their company is in attendance at the mandatory pre-proposal conference. Consultants submitting proposals without attending this conference will be disqualified. No exceptions will be allowed. The pre-proposal conference will start at the location listed on page 1 of this Request for Proposals. Late arrivals will not be allowed to participate. Please take into account local traffic congestion to leave ample time to arrive on time. No Exceptions. No make-up walk-through will be scheduled and consultants may not contact individual City Departments to request tours. Individuals attending the walkthrough should be prepared to take adequate notes of their observations to assist them in preparation of their proposal submittal.

## **Questions:**

Questions must be submitted in writing via email to Diane Megerdichian at [dmegerdichian@torranceca.gov](mailto:dmegerdichian@torranceca.gov) by 12:00 P.M Noon, local Pacific time on **Tuesday, September 15, 2015**. No questions will be answered by telephone. Questions submitted after this date will not be answered. Written answers and any other changes to the RFP will be sent (via email or the US Postal Service) to all known perspective proposers as an addendum to the RFP.

## **Errors and Omissions:**

The proposer will not be allowed to take advantage of any errors and/or omissions in these specifications or in the proposer's specifications submitted with its proposal. Full instruction will always be given when errors or omissions are discovered.

## **Proposers Examination of Requirements:**

The Proposer is required to examine carefully the site, the instructions, information and specifications of this document, investigate the conditions to be encountered, the character, quality and quantities of work to be performed as required by this document. Submission of a proposal will be considered prima facie evidence that the Proposer has made such examination.

## **Reservation:**

The City reserves the right to revise or amend these specifications prior to the date set for opening proposals. Revisions and amendments, if any, will be announced by an addendum to this RFP. If the revisions require additional time to enable vendors to respond, the City may postpone the opening date accordingly. In such case, the addendum will include an announcement of the new proposal submittal due date.

All addenda must be attached to the proposal. Failure to attach any addendum may render the proposal non-responsive and cause it to be rejected.

The City reserves the right to award a contract to a company solely on the basis of the initial proposal submitted. The City reserves the right to require more information and clarification on information submitted in the proposal to complete the evaluation.

The City Council reserves the right to reject any and all proposals received, to take all proposals under advisement for a period not to exceed ninety (90) days after the date of the opening, to waive any informality on any proposal, and to be the sole judge of the relative merits of the material and or service mentioned in the respective proposals received. The City reserves the right to reject any proposal not accompanied with all data or information required.

This Request for Proposals does not commit the City to award a contract or to pay any cost incurred in the preparation of a proposal. All responses to this RFP document become the property of the City of Torrance.

The City reserves the right to examine all factors bearing on a Proposer's ability to perform the services under the contract. The City reserves the right to reject any proposal not accompanied with all data or information required. The City reserves the right to cancel this solicitation, without penalty, at its sole discretion.

#### **Affidavit:**

An affidavit form is enclosed. It must be completed signifying that the proposal is genuine and not collusive or made in the interest or on behalf of any person not named in the proposal, that the proposer has not directly or indirectly induced or solicited any other proposer to put in a sham proposal or any other person, firm, or corporation to refrain from proposing, and that the proposer has not in any manner sought by collusion to secure for itself an advantage over any other proposer. Any proposal submitted without an affidavit or in violation of this requirement will be rejected. (Attachment 1)

#### **Consulting Services Agreement**

The Consultant to whom the award is made will be required to enter into a written contract with the City of Torrance. A copy of this RFP and the accepted proposal will be attached to and become part of the Contract.

A sample of the City's Consulting Services Agreement is included in RFP, Exhibit B. Although the City's Consulting Services Agreement complies with CA law for contracting with Architectural and Engineering firms and modifications are not encouraged, we request that your RFP identify any language, if at all, you may object to. Should an objection be identified, we request that you propose alternate language in the RFP. Any objection(s) will not affect your rating. It will, however, provide the City with information to assist with quickly completing any negotiations subsequent to rating all consultants.

#### **Contract Term:**

The term of service will cover design, bid and build and can be up to two (2) years from effective date of the contract.

#### **Evaluation of Proposals:**

The City will be the sole determiner of suitability to the City's needs. Proposals will be rated according to their completeness and understanding of the City's needs, conformance to the requirements of the technical specifications, qualifications of the project team and firm, prior experience with similar scope of work, financial capabilities, delivery, and cost.

The City's project evaluation team will evaluate proposals based on the evaluation criteria listed below. Points will be assigned to each criterion up to a maximum of 100 points. Proposals will be ranked and that ranking will be made public.



Subsequently, the City may interview a qualified Firm(s), prior to deciding whether or not to recommend the award of an Agreement.

CRITERIA	MAXIMUM POINTS
Understanding of the project and scope of work; and completeness of RFP	25
Qualifications of proposed project team	20
Relevant projects of proposed project team members	15
Firm's and sub-consultants qualifications and experience with similar projects	10
Project Schedule	10
Cost and Cost Effectiveness	20
<b>Maximum Total Score</b>	<b>100</b>

#### **Independent Contractor:**

The successful proposer is, and will at all times remain as to the City, a wholly independent contractor. Neither the City nor any of its agents will have control over the conduct of the Contractor or any of the Contractor's employees, except as otherwise set forth in the awarded Agreement. The Contractor's agents and employees are not and will not be considered employees of the City for any purpose. The Contractor may not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of the City. The City has no duty, obligation, or responsibility to the Contractor's agents or employees under the Affordable Care Act. The Contractor is solely responsible for any tax penalties associated with the failure to offer affordable coverage to its agents and employees under the Affordable Care Act and any other liabilities, claims and obligations regarding compliance with the Affordable Care Act with respect to the Contractor's agents and employees. The City is not responsible and will not be held liable for the Contractor's failure to comply with the Contractor's duties, obligations, and responsibilities under the Affordable Care Act. The Contractor agrees to defend, indemnify and hold the City harmless for any and all taxes and penalties that may be assessed against the City as a result of the Contractor's obligations under the Affordable Care Act relating to the Contractor's agents and employees.

#### **Payments:**

Complete payment on the contract price will be made in approximately thirty (30) days from date of delivery, or completion and acceptance, unless otherwise provided for in Proposer's proposal or in these specifications. Payments will be made upon verification and acceptance by the City of contract services performed and upon the City's receipt of a correct invoice.

#### **Suspension of Procurement:**

The City may suspend, in writing all or a portion of the procurement of materials or services pursuant to this RFP and subsequent contract agreement, in the event unforeseen circumstances make such procurement impossible or infeasible, or in the event City should determine it to be in the best interest of City to cancel such procurement of services or materials.

In the event of termination, selected Proposer will perform such additional work as is necessary for the orderly filing of documents, and closing of project.

The selected Proposer will be compensated for the terminated procurement on the basis of materials or services actually furnished or performed prior to the effective date of termination, plus the work reasonably required for filing and closing.

**Notice:**

Whenever it will be necessary for either party to serve notice on the other respecting the Agreement, such notice will be served by personal delivery or by certified mail to the following addresses, unless and until different addresses may be furnished in writing by either party or the other, and such notice will be deemed to have been served within seventy-two (72) hours after the same has been deposited in a United States Post Office by certified mail or has been delivered personally, and will be valid and sufficient service of notice for all purposes:

CITY: City Clerk  
City of Torrance  
3031 Torrance Boulevard  
Torrance, CA 90503

VENDOR: Will be determined upon award of contract.

**Notice of Intent to Award:**

Approximately two (2) weeks prior to the anticipated City Council meeting awarding a contract as a result of the RFP, the City will notify all proposer's of its intent to award. Results will be posted on the City of Torrance Web site [http://www.torranceca.gov/PDF/Recommendation to Award Notification.pdf](http://www.torranceca.gov/PDF/Recommendation%20to%20Award%20Notification.pdf)

**City of Torrance Bid/RFP Protest Procedures:**

The City of Torrance Bid/RFP Protest Procedures may be found on the City of Torrance Web site: [http://www.torranceca.gov/PDF/Bid-RFP Protest Procedures.pdf](http://www.torranceca.gov/PDF/Bid-RFP%20Protest%20Procedures.pdf)

**Definitions:**

Word	Definition as applied to this RFP
City	The City of Torrance, California
Vendor, Contractor, Proposer, Firm or Consultant	The person, firm, company or corporation providing services to the City, or submitting a proposal in response to this RFP
Contract, Purchase Order, Agreement, Purchasing Agreement	The agreement between the awarded Vendor and the City as a result of this Request for Proposals

**SECTION II TECHNICAL REQUIREMENTS****Overview/Introduction:**

This RFP is intended to be as descriptive as possible. However, Proposers may not take advantage of omissions or oversights in this document. Proposers must supply products and services that meet or exceed the requirements of this RFP. In the event of a dispute over installation or performance, the needs of the City of Torrance will govern.

**The Job:**

The City of Torrance is looking for a firm to provide design documents and construction support services for the building and site upgrades outlined below. The City will directly contract with firm who will act as the lead, and would be responsible for hiring and coordinating the necessary sub consultant in order to provide a complete, biddable set of plans for entire project outlined in the RFP.

**Project Description:**

Each aspect of this project is designed to bridge the missing interpretive opportunities that will help visitors to understand the Preserve, its history and habitats with an emphasis on education using sustainable and environmental design elements.

**Classroom Windows**

The windows in the classroom will let the visitor view up-close birds that are in the Nature plant garden. The classroom renovation will allow large groups of children to see and hear our native wildlife up close without scaring away wildlife by providing one way viewing windows and sound capabilities. Similarly, the big-screen television and speaker system will allow senior citizens that are visually, hearing, or walking-impaired to see and hear wildlife again.

**Atrium Louvers**

The atrium is currently used as a place for the animals to be outside for the day or as place to clean turtle tanks. With this project we will make the atrium into a usable classroom and exhibit area. The scope you will focus on will be the creation and installation of a solar powered roof that can be opened or closed. We envision louvers, however other reasonable designs will be considered. Having a closable roof will allow shelter from both heat and cold and will help make the atrium into a place where visitors can relax and learn about each of the Preserves habitats including plants and animals that reside or visit each year.

**Observation Deck**

In the sump of the Preserve there will be an observation deck on which interactive interpretive panels will include the challenges the Preserve faces because it is an island habitat - not hydrologically connected to any other moving water. It is the movement of water that, on occasion, would scour the land thru flooding and allow the system to refresh itself. However because rivers no longer flood the Preserve the sump now catches rain water that's pumped to the Preserve.

On the Preserve observation deck through interactive panels visitors will again be given the opportunity to, by altering the panel select behaviors they can adopt to protect this sensitive ecosystem. The choices will include litter prevention, help with clean-ups and less reliance the use of water bottles etc. the sump observation deck will allow school children and senior citizens an entirely different perspective - a bird's-eye view of the Preserve's otherwise inaccessible storm water retention basin.

## **Estimated Cost:**

The construction portion of the project has been budgeted at \$343,850.

**General Scope of Work:** It is assumed that building improvements are to be utilitarian and as cosmetic as possible with minimum architectural or structural reconstruction undertaken, in order to control costs. The Project will also focus on energy conservation measures to reduce operating costs and where required, ADA improvements. Interpretative panels or power to the panels are not included as part of scope of work but under a separate contract. (Exhibit B: Educational Consultant Scope of Work)

## **Building Upgrades**

- 1.1 Atrium Louvers or similar function (est. construction cost is \$70,000; contingency \$10,500)  
General Scope of Work: Louvers or type of movable roof running on solar power and green (the color) flooring to compliment the interpretative panels. (Exhibit A- Photos/Renderings)
- 1.2 Classroom Remodel (est. construction is \$194,000; contingency \$29,100)  
General Scope of Work: Installation of new windows, double paned with the ability to go from clear to completely dark with a flip of a switch. Provide power to audio/visual component of the classroom, with movable cameras with microphone features. Make recommendations on type of camera with microphone capabilities. Make final connection for data lines. (Exhibit A- Photos/Renderings).

## **Madrona Marsh Preserve Site Upgrades**

- 2.1 Viewing Platform (estimated cost \$35,000; contingency \$5,250)  
General Scope of Work: City would like the consultant to provide a two conceptual design options for the viewing deck with estimated design/construction costs. Based on the cost of design and construction and grant guidelines we will pick one for design for construction. (Exhibit A- Photos/Renderings)  
  
Option 1: Design/engineer a viewing deck installed at grade, approximately 800 sq. ft to hold up to approximately 40 students and teachers and replacement of existing fencing with a movable fence. The observation deck itself will be built from TREX or similar material, made from recycled material.  
  
Option 2: Replace existing fencing with installation of split wood fence with movable fence where interpretative panels will be installed, no viewing deck.

Note: The cost estimates shown for each element of park improvement do not include overhead, engineering, inflation, inspection or project management.



## Submittal Requirements

Interested Consultants must submit three (3) separately bound copies of their proposal. One (1) of the three must be an original. Proposals must include the following information in the ordered format outlined below. Proposers that do not provide these items in their proposal will be disqualified and their proposal will not be evaluated.

- Cover Letter
- Proposed Submittal Form (Section III pages 11 and 15) of this document and all addenda
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  - 4. Relevant Projects of Project Team and References
  - 5. Project Schedule
  - 6. Cost

Below is detailed information on the required submittal items.

1. Work Plan- The architect shall provide at minimum a detail description of the following in order to convey firm's understanding of project and approach:
  - Planning and Design Methodology
  - Planning and design site visits
  - How the facility/site will be evaluated
  - Plan check coordination
  - How will changes be addressed
  - How will changes be minimized or eliminated
2. Qualifications of Architects and Project Team. Persons considered qualified would be CA registered Architect and project team with a minimum of 7 years previous experience designing and managing public works projects. Desired qualifications are experience with design of projects that involved: Public parks with buildings that have been newly renovated or built with an emphasis on sustainable design.
3. A list of the relevant projects that proposed project team has worked on. Do not list projects that proposed staff was not involved, even if your firm was.
4. Qualifications/Experience of your firm with similar projects, including sub-consultants.
5. Project Schedule. – Experience and capability of proposer in providing plans and deliverables to complete entire work within the project scope and work schedule. Please provide a schedule starting from award date that reflects benchmarks/milestones with appropriate time to complete tasks.
6. References- Minimum four (4) references in the last seven (7) years of projects of similar size and scope. Include contact name, email address, and phone number, title of project, construction budget and the design fee. References on projects that both architect and sub consultants as a team has successfully completed together are desirable as are references from public sector entities with emphasis on sustainable design features.

7. Cost and Cost Effectiveness- Proposed fee basis-at minimum please include separate costs for each phase as outlined below (design development, bidding, construction support services, reimbursable expenses etc.). A sample of detailed fee proposal is attached (Attachment 2). Firms may list any additional services and associated costs that are not covered in the City's scope of work. These items should be listed separately from those specifically requested so they may be considered.

Note the City may interview a qualified Firm(s), prior to deciding whether or not to recommend the award of an Agreement.

### **Design Development- Basic Requirements**

1. Consultant will provide a complete set of plans and specifications for renovation and construction of the Madrona Marsh Nature Center and Preserve as outlined in the Request for Proposal.
2. Retain additional sub consultants as required (Structural, Civil, MEP etc.) to provide a complete and biddable set of plans and specifications as part of fixed fee.
3. Site investigation to verify existing conditions. The City will provide hard copies of the plans on the existing buildings and the Preserve. Electronic plans may not be available. THE CONSULTANT(S) ARE REQUIRED TO PHYSICALLY CHECK THE SITE TO EXISTING PLANS FOR ACCURACY.
4. Plans will need to conform to code requirements and local ordinances and pass plan check.
5. Provide 5 sets of drawings and specifications for review by City staff (not plan check) 100% for review.
6. Provide an engineer's estimate with the 100% completed plans.
7. After review by City staff, Submit plans to the City of Torrance Building Department for review.
8. Provide final working drawings – record copy on CD-ROM – AutoCAD format.
9. Provide completed plans electronically for bidding online- (PDF).
10. Provide specifications in CSI format (current edition) submitted in MS Word (electronically).
11. Specifications must include section 1 – General Requirements.
12. Design two (2) options with viewing deck and without viewing deck with design/construction estimate.

### **Bidding Period**

1. Attend Project Pre-bid Conference/Job Walk
2. Review and prepare response to bidder's RFI within 5 working days.
3. Review and prepare response to design or code change proposals within 5 working days.

### **Construction Support Services**

1. Attend bi-weekly progress meetings at job site during construction.
2. Review and approve submittals within 7 calendar days.
3. Review and prepare response to contractor RFIs within 2 working days for architect.
4. Review and prepare response to contractor RFIs within 5 working days if sub-consultant response required.
5. Review and prepare response to design or code change proposals within 5 working days.
6. Provide cost estimates for design or code change proposals within 5 working days.
7. Attend and provide input on the final inspection.
8. Review and provide comments on the final punch-list.
9. Prepare record drawings.

### **Reimbursable Expenses**

This task is intended to budget for reimbursable expenses that are associated only with reprographics of plans and paper documents, postage when making submittals to the City and other agencies or utility companies. Costs to print documents, produce reprographics, postage, telephone, faxes and mileage for consultant's internal review and/or coordination with satellite offices or sub-consultants should be included in the fees for the various tasks. The reimbursable expenses should be a separate line item in your proposal but included in the overall fixed fee proposal amount.

**The City will provide:**

1. Access to the site
2. Provide hard copies of plans of the existing building and preserve. Electronic plans are not available.
3. Set the bid schedule and prepared the front end documents, and lead the mandatory job walk.
4. Provide daily onsite construction administration for the project.

**Other**

1. The City prefers design proposals based on a fixed fee for budgetary purposes.
2. A City Business License is required.
3. General Services does not coordinate the plan check review process for the A/E during plan check. There are no waivers given by the Building Department because it is a City project.
4. City does not pay for the following expenses
  - Telephone calls
  - Mileage
  - Transportation

Exhibit A: Renderings and photos of the project

Exhibit B: Educational Consultant- Scope of Work

Exhibit C: City of Torrance Consultant Services Agreement

RFP No. B2015-28

**RFP for Madrona Marsh Nature Center and Preserve Improvements**

**SECTION III PROPOSAL SUBMITTAL**

FAILURE TO COMPLETE ALL ITEMS IN THIS SECTION MAY INVALIDATE PROPOSAL.

In accordance with your "Request for Proposals (RFP)", the following proposal is submitted to the City of Torrance.

**RFP Submitted By:**

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
E-Mail Address

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Form of Business Organization:** Please indicate the following (check one);

☐ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Other: \_\_\_\_\_

**Do you have a Parent Company?:** ☐ No ☐ Yes, \_\_\_\_\_  
(Name of Parent Company)

**Do you have any Subsidiaries?:** ☐ No ☐ Yes, \_\_\_\_\_  
(Name of Subsidiary Company)

**Vendor Name:** \_\_\_\_\_

**Business History:**

Years in business under your current name and form of business organization? \_\_\_\_\_ Years  
If less than three (3) years and your company was in business under a different name, what was that name?

**Contact for Additional Information:**

Please provide the name of the individual at your company to contact for any additional information:

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title



Addendum No.	Date Received

Addendum No.	Date Received

1) \_\_\_\_\_

Name of Firm \_\_\_\_\_ Firm Type \_\_\_\_\_

\_\_\_\_\_

Address/City/State \_\_\_\_\_

\_\_\_\_\_

Contact Person \_\_\_\_\_ Telephone Number/Fax Number \_\_\_\_\_ Email \_\_\_\_\_

2) \_\_\_\_\_

_____	_____
Name of Firm	Firm Type
_____	
Address/City/State	
_____	
Contact Person	Telephone Number/Fax Number
_____	Email
_____	_____

3) \_\_\_\_\_

Name of Firm	Firm Type
Address/City/State	
Contact Person	Telephone Number/Fax Number
Email	

Proposal Submittal (continued):

**Vendor Name:** \_\_\_\_\_

4) \_\_\_\_\_  
Name of Firm Firm Type  
\_\_\_\_\_  
Address/City/State  
\_\_\_\_\_  
Contact Person Telephone Number/Fax Number Email

5) \_\_\_\_\_  
Name of Firm Firm Type  
\_\_\_\_\_  
Address/City/State  
\_\_\_\_\_  
Contact Person Telephone Number/Fax Number Email

6) \_\_\_\_\_  
Name of Firm Firm Type  
\_\_\_\_\_  
Address/City/State  
\_\_\_\_\_  
Contact Person Telephone Number/Fax Number Email

Proposal Submittal (continued):

**Vendor Name:** \_\_\_\_\_

**References:**

Please supply the names of companies/agencies for which you recently supplied comparable services as requested in this RFP. A minimum of four (4) references is required; additional references are optional. References from public agencies preferred.

**Name of Company/Agency:** \_\_\_\_\_

Contact Person: \_\_\_\_\_

Email address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Project Description:  
(include Title of project  
Construction budget and  
design fee):  
\_\_\_\_\_  
\_\_\_\_\_

**Name of Company/Agency:** \_\_\_\_\_

Contact Person: \_\_\_\_\_

Email address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Project Description:  
(include Title of project  
Construction budget and  
design fee):  
\_\_\_\_\_  
\_\_\_\_\_

**Name of Company/Agency:** \_\_\_\_\_

Contact Person: \_\_\_\_\_

Email address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Project Description:  
(include Title of project  
Construction budget and  
design fee):  
\_\_\_\_\_  
\_\_\_\_\_

Proposal Submittal (continued):

Vendor Name: \_\_\_\_\_

Name of Company/Agency: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Email address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Project Description:  
(include Title of project  
Construction budget and  
design fee):  
\_\_\_\_\_  
\_\_\_\_\_

**RFP Submittal Requirement and Acknowledgement**

Vendors are required to answer each of the questions listed below. You must indicate below that you have provided this information in your proposal submittal. You must attach additional sheets to your RFP submittal describing in detail the service you are proposing.

RFP Scope of Work Questions	Indicate what page in your proposal you have answered this question.
Did you include original and 2 copies of your RFP Submittal?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Did you include a signed Affidavit Form with your RFP Submittal?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Did you complete a project proposal as described in the Technical Requirements?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Did you include all addenda if any issued by the City?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Did you include References?	<input type="checkbox"/> Yes <input type="checkbox"/> No Page ____ of our submittal
Have you included Proposed Alternative Language to City's Pro Forma Consulting Services Agreement (if applicable)	<input type="checkbox"/> Yes <input type="checkbox"/> No Page ____ of our submittal



Hereinafter called "proposer", who has submitted to the City of Torrance a proposal for

## SCHEDULE OF FEES (SAMPLE)

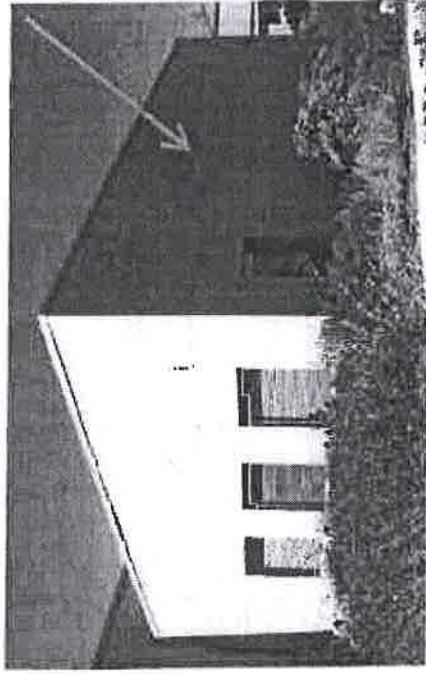
CONSULTANT'S SERVICES	Architect (\$/HR)	Project Mgr (\$/HR)	Project Coordinator (\$/HR)	CADD Tech (\$/HR)	Support (\$/HR)
<b>Design Development- Preliminary</b>					
Kick off Meeting/Client Meetings					
Building and Site Investigations					
Code Analysis & Agency Mtg.					
Conceptual Design					
Conceptual Design Estimate					
<i>SUBTOTAL - Design Development- Preliminary</i>					
<b>Design Development- Construction Documents</b>					
100% construction documents					
Consultant Coordination					
100% Specifications					
Submit Documents to City Staff					
Submit Documents to Plan Check					
Plan Check and Staff Corrections					
Bidding Support					
<i>SUBTOTAL – Design Development- Construction Documents</i>					
<b>Construction Administration</b>					
Pre-construction Mtg/Bi-Weekly Meetings					
Site Visits					
Respond to RFIs					
Review Shop drawings and Submittals					
Review Change Orders					
Issue Clarifications/ASI					
Review substitutions					
Final walk thru/punch list					
Prepare record drawings					
<i>SUBTOTAL –Construction Administration</i>					
<b>Project Coordination-Sub-consultants</b>					
Civil Engineer					
Electrical Engineer					
Structural Engineer					
Mechanical Engineer					
Consultant					
Reimbursable Expenses					
<i>SUBTOTAL – Project Coordination</i>					
<b>TOTAL FEE =</b>					

Note: Please include and list a cost for each optional item proposed. However, do not include the cost for optional items in your Total Fee.

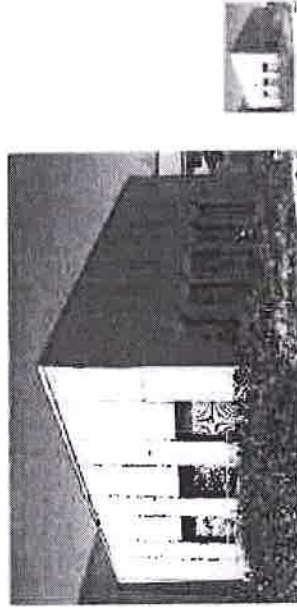
## **Exhibit A**

# **Renderings and Photos of Project**

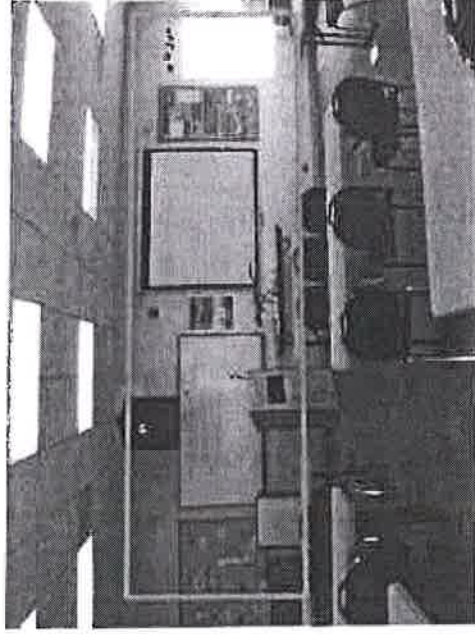
# **“Looking into Nature” Madrona Marsh Preserve Classroom Renovation Feature**



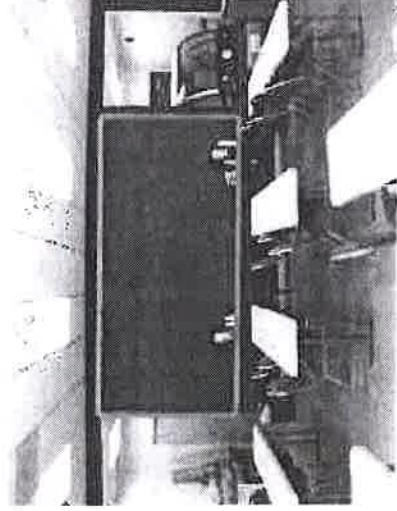
**Current view of classroom wall and part of the garden**



**Schematic show classroom after windows are installed**

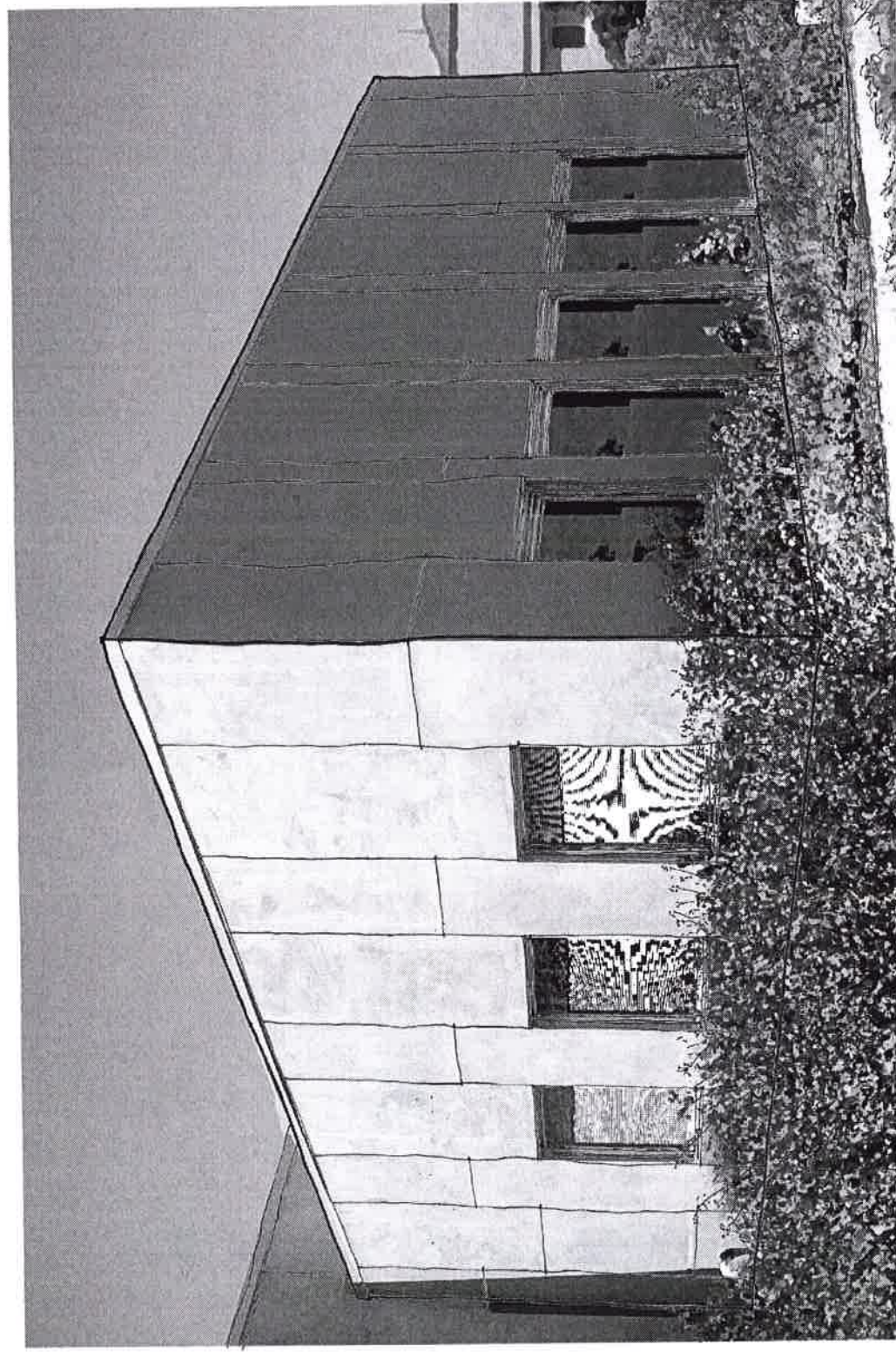


**Area one-way windows will be installed**

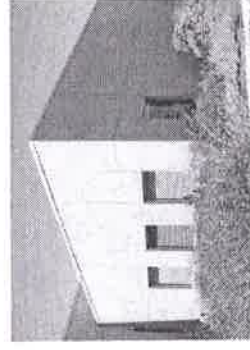


**Area audio visual equipment will be installed**



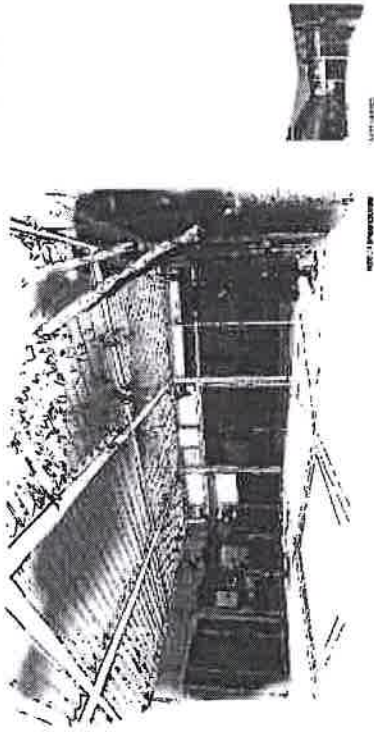


CLASSROOM WITH NEW VIEW PANELS TO GARDEN

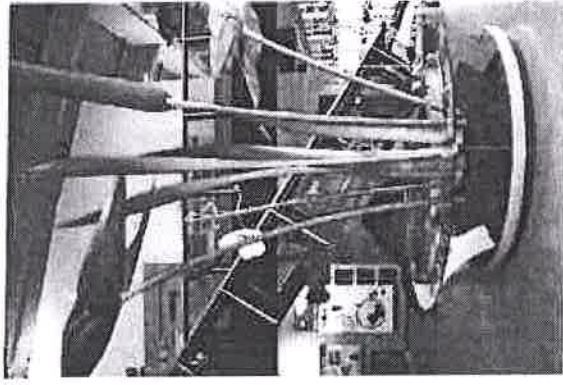


EXISTING CLASSROOM WING

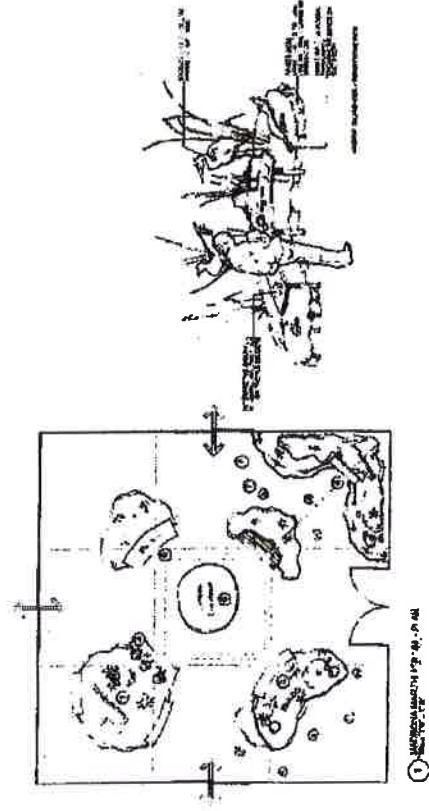
# “Looking into Nature” Madrona Marsh Preserve Atrium Feature Area



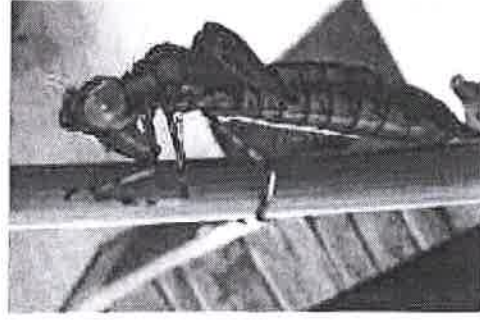
Atrium roof schematic



Sample interactive sculpture exhibit

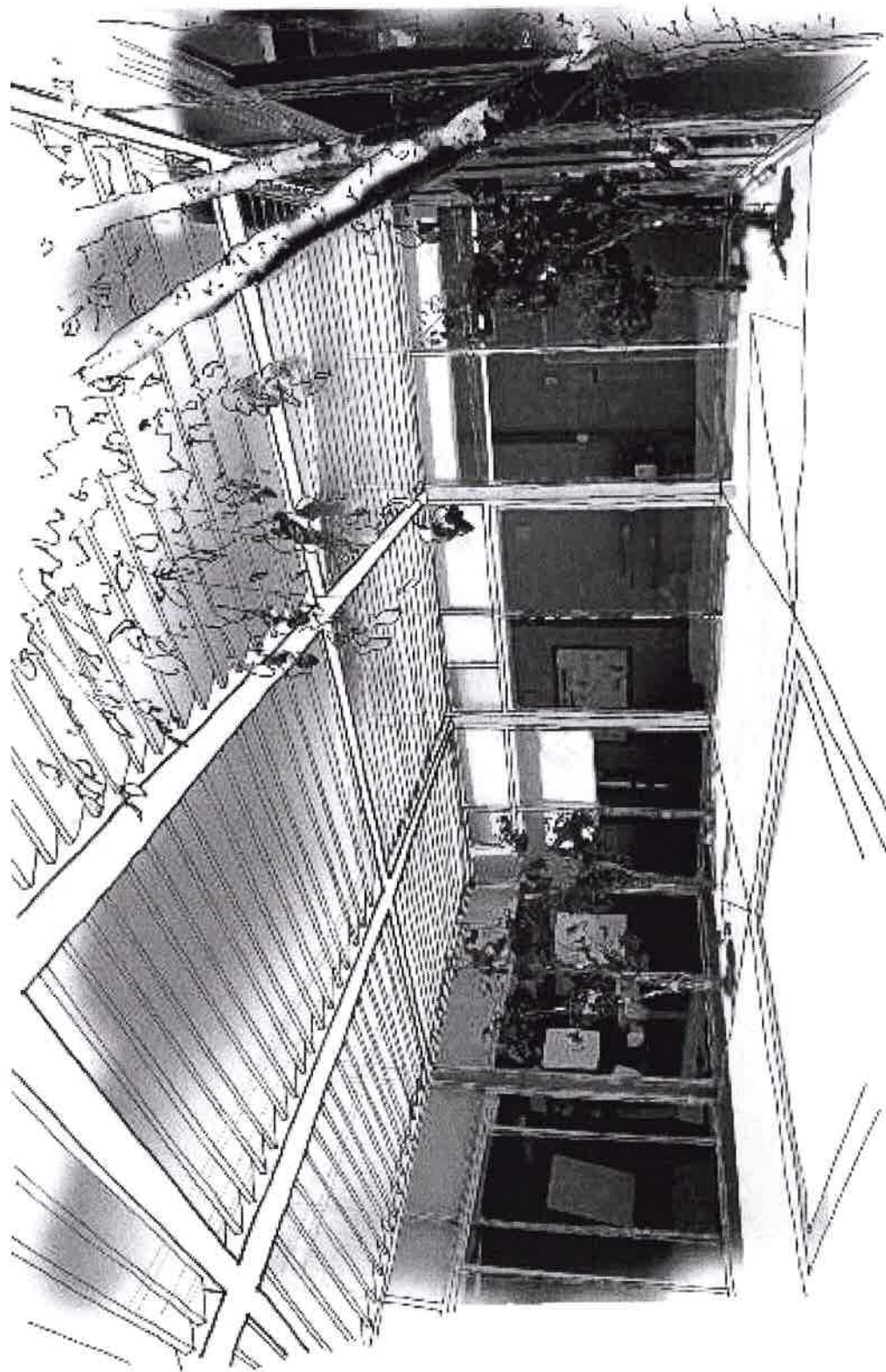


Atrium interactive exhibits schematic

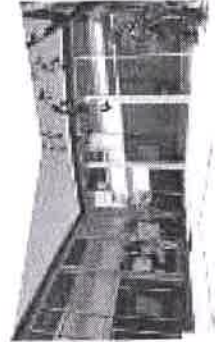


Sample interactive sculpture





PATIO WITH NEW LOUNGERS

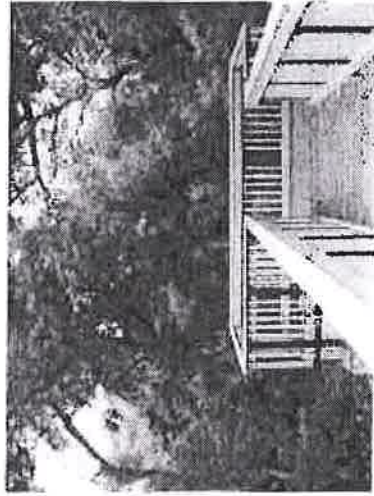


EXISTING PATIO

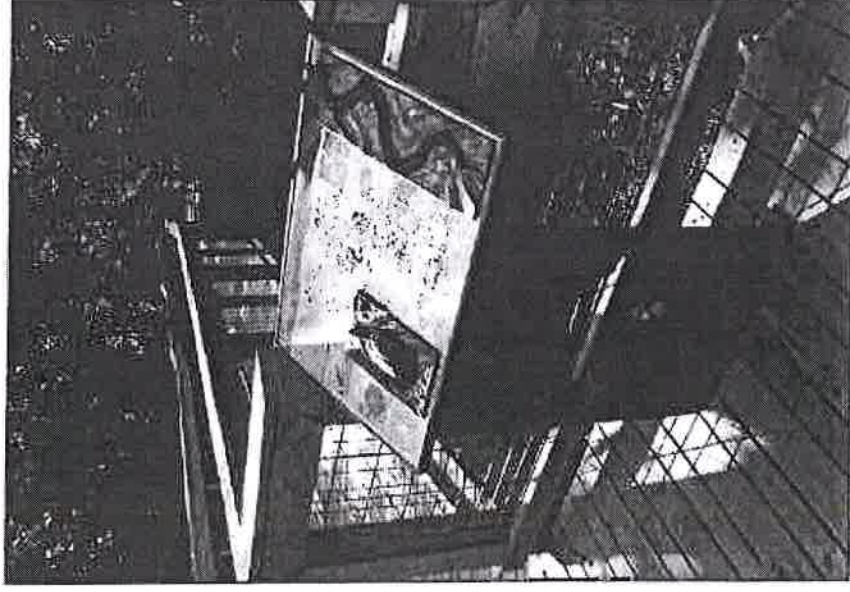
# **“Looking into Nature” Madrona Marsh Preserve Sump Observation Deck Feature Area**



**Current view of area where deck overlook feature will be placed**



**General idea of deck overlook**



**Sample interactive panel for deck overlook**



# **Exhibit B**

## **Educational Consultant**

### **Scope of Work**

## **Scope of work for the Educational Consultant – P84 grant**

The primary duties of the Education Consultant will be to implement the non-construction elements of the grant:

- develop the content for the static displays
- assist in the purchase and installation of the displays
- coordinate with the local Native American tribe
- work with the muralist
- organize the implementation of the Nature Calls database.

### **Description of Each Educational Element:**

#### **Nature Calls:**

With this project a standalone exhibit will be created. The exhibit will include a map of the preserve to which photos of different areas as well as the species in those areas will be included. Sound files will then be linked to each species. This exhibit is a package. The software packages will likely have changed since the grant was received so we will rely on the advice of the builder as we create the final product.

#### **Nature Calls Exhibit--Work with Contractor/Developer to:**

- Map
- Species
- Gather Photos
- Tie the Species and Sounds to the map

#### **Tongva Exhibit.**

Because the Madrona Marsh is a unique location, a remnant wetland in the Tongvas homeland. The exhibit needs to be specific to the preserve. To this end, included in the exhibit will be items such as a model tule boat, jewelry, baskets and perhaps musical instruments. This exhibit will include a small interpretive panel explaining what the visitor is seeing.

#### **Tongva Exhibit**

- Work with the Tribal Elders to develop exhibit of art and artifacts
- Work with installation of appropriate display materials and structure.

#### **Looking Forward Looking Back Mural**

The mural will be painted on the north and east walls in the area that surrounds the Atrium. This project has three parts:

- Mural-Design
- Timeline on the floor
- History Book

The timeline will start with 20,000 years ago when the area included the mastodon and dire wolf and move all the way into the future. Each time period at major significance will be included including the Tongva, Spanish Ranchos, oil and gas recovery and the restoration period. On the floor will be a time line to reflect actual dates and significant local historical events. The book will follow this exact format and will be used and an aid in self-directed education.

## Exhibits at the Atrium

The Atrium contains several different exhibits. In the middle there is to be a solar run fountain that cascades through several layers. Around the edges, representational species from each of the four main habitats need to be exhibited in a weather resistant manner. The habitats include: Los Angeles Coastal Prairie, Vernal Pool, Vernal Marsh, and Willow Scrub. The specifics at each exhibit need to be discussed with the manager. Each exhibit will include an interpretive panel including the fountain. The overall design changes to the atrium include a change in floor color, the addition of an H2O spill out and a solar run louvered roof.

Another aspect of the project is to develop an area where we can raise and tend to local native butterflies and then release them in the summer.

### Atrium elements

- Solar Fountain
- Four (4) habitat exhibits
- Four (4) Interpretive panels
- Paint floor
- Panels for Closing Roof
- Butterfly Pavilion

### Classroom Exhibit

The Classroom Exhibit includes

One way windows—one way glass that can become dark

1 TV monitor (in house) separate contract

2 cameras (in house) separate contract

2 bird feeding stations

Microphones in the glass or as part of the camera

### Classroom

- Window enlargement and replacement
- Microphones-Cameras for Native Plant Garden (2 or 3 each)
- 2-3 Bird Feeding Stations
- Microphones in the glass
- Projection Screen

### Decking

There will be three panels on the Deck. One will be focused on urban runoff, the second on how the runoff affects wildlife and plants and the third will focus on what we are doing to mitigate the problem.

Deck for Sump—Recycled material

- 3 Interpretive Panels
- Decking
- Sump Fence Realignment

# Exhibit C

## Consulting Agreement

## CONSULTING SERVICES AGREEMENT

This CONSULTING SERVICES AGREEMENT ("Agreement") is made and entered into as of Date (the "Effective Date"), by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and CONSULTANT Name, type of entity ("CONSULTANT").

### RECITALS:

- A. CITY wishes to retain the services of an experienced and qualified CONSULTANT to insert brief description of services.
- B. In order to obtain the desired services, CITY has circulated its Request for Proposal for insert brief title of RFP, RFP No. insert RFP No. (the "RFP").
- C. CONSULTANT has submitted a Proposal (the "Proposal") in response to the RFP. In its Proposal CONSULTANT represents that it is qualified to perform those services requested in the RFP. Based upon its review of all proposals submitted in response to the RFP, CITY is willing to award this Agreement to CONSULTANT.

### AGREEMENT:

#### 1. SERVICES TO BE PERFORMED BY CONSULTANT

CONSULTANT will provide the services and install those materials listed in CONSULTANT's Proposal submitted in response to the RFP. A copy of the RFP is attached as Exhibit A. A copy of the Proposal is attached as Exhibit B. CONSULTANT warrants that all work and services set forth in the Proposal will be performed in a competent, professional and satisfactory manner.

#### 2. TERM

Unless earlier terminated in accordance with Paragraph 4 below, this Agreement will continue in full force and effect from the Effective Date through .

#### 3. COMPENSATION

##### A. CONSULTANT's Fee.

For services rendered pursuant to this Agreement, CONSULTANT will be paid in accordance with the Compensation Schedule set forth in the Proposal; provided, however, that in no event will the total amount of money paid CONSULTANT, for services initially contemplated by this Agreement, exceed the sum of \$insert dollar amount ("Agreement Sum"), unless otherwise first approved in writing by CITY.

##### B. Schedule of Payment.

Provided that CONSULTANT is not in default under the terms of this Agreement, upon presentation of an invoice, CONSULTANT will be paid the fees described in Paragraph 3.A. above, according to the Compensation Schedule. Payment will be due within 30 days after the date of the invoice.

**4. TERMINATION OF AGREEMENT**

**A. Termination by CITY for Convenience.**

1. CITY may, at any time, terminate the Agreement for CITY's convenience and without cause.
2. Upon receipt of written notice from CITY of such termination for CITY's convenience, CONSULTANT will:
  - a. cease operations as directed by CITY in the notice;
  - b. take actions necessary, or that CITY may direct, for the protection and preservation of the work; and
  - c. except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.
3. In case of termination for CITY's convenience, CONSULTANT will be entitled to receive payment for work executed, together with costs incurred by reason of the termination, along with reasonable overhead and profit on work not executed.

**B. Termination for Cause.**

1. If either party fails to perform any term, covenant or condition in this Agreement and that failure continues for 15 calendar days after the nondefaulting party gives the defaulting party written notice of the failure to perform, this Agreement may be terminated for cause; provided, however, that if during the notice period the defaulting party has promptly commenced and continues diligent efforts to remedy the default, the defaulting party will have such additional time as is reasonably necessary to remedy the default.
2. In the event this Agreement is terminated for cause by the default of CONSULTANT, CITY may, at the expense of CONSULTANT and its surety, complete this Agreement or cause it to be completed. Any check or bond delivered to the CITY in connection with this Agreement, and the money payable thereon, will be forfeited to and remain the property of the CITY. All moneys due CONSULTANT under the terms of this Agreement will be retained by CITY, but the retention will not release CONSULTANT and its surety from liability for the default. Under these circumstances,



however, CONSULTANT and its surety will be credited with the amount of money retained, toward any amount by which the cost of completion exceeds the Agreement Sum and any amount authorized for extra services.

3. Termination for cause will not affect or terminate any of the rights of CITY as against CONSULTANT or its surety then existing, or that may thereafter accrue because of the default; this provision is in addition to all other rights and remedies available to the CITY under law.

C. Termination for Breach of Law.

In the event CONSULTANT or any of its officers, directors, shareholders, employees, agents, subsidiaries or affiliates is convicted (i) of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of a contract or subcontract; (ii) under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty that currently, seriously, and directly affects responsibility as a public consultant or CONSULTANT; (iii) under state or federal antitrust statutes arising out of the submission of bids or proposals; or (iv) of violation of Paragraph 19 of this Agreement; or for any other cause CITY determines to be so serious and compelling as to affect CONSULTANT's responsibility as a public consultant or CONSULTANT, including but not limited to, debarment by another governmental agency, then CITY reserves the unilateral right to terminate this Agreement or to impose such other sanctions (which may include financial sanctions, temporary suspensions or any other condition deemed appropriate short of termination) as it deems proper. CITY will not take action until CONSULTANT has been given notice and an opportunity to present evidence in mitigation.

5. **FORCE MAJEURE**

If any party fails to perform its obligations because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental control, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond the reasonable control of the party obligated to perform, then that party's performance will be excused for a period equal to the period of that cause for failure to perform.

**6. RETENTION OF FUNDS**

CONSULTANT authorizes CITY to deduct from any amount payable to CONSULTANT (whether or not arising out of this Agreement) any amounts the payment of which may be in dispute or that are necessary to compensate CITY for any losses, costs, liabilities, or damages suffered by CITY, and all amounts for which CITY may be liable to third parties, by reason of CONSULTANT's acts or omissions in performing or failing to perform CONSULTANT's obligations under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by CONSULTANT, or any indebtedness exists that appears to be the basis for a claim of lien, CITY may withhold from any payment due, without liability for interest because of the withholding, an amount sufficient to cover the claim. The failure of CITY to exercise the right to deduct or to withhold will not, however, affect the obligations of CONSULTANT to insure, indemnify, and protect CITY as elsewhere provided in this Agreement.

**7. CITY REPRESENTATIVE**

City Representative is designated as the "City Representative," authorized to act in its behalf with respect to the work and services specified in this Agreement and to make all decisions in connection with this Agreement. Whenever approval, directions, or other actions are required by CITY under this Agreement, those actions will be taken by the City Representative, unless otherwise stated. The City Manager has the right to designate another City Representative at any time, by providing notice to CONSULTANT.

**8. CONSULTANT REPRESENTATIVE(S)**

The following principal(s) of CONSULTANT are designated as being the principal(s) and representative(s) of CONSULTANT authorized to act in its behalf with respect to the work specified in this Agreement and make all decisions in connection with this Agreement:

Representative 1  
Representative 2

**9. INDEPENDENT CONTRACTOR**

CONSULTANT is, and at all times will remain as to CITY, a wholly independent contractor. Neither CITY nor any of its agents will have control over the conduct of CONSULTANT or any of CONSULTANT's employees, except as otherwise set forth in this Agreement. CONSULTANT's agents and employees are not and shall not be considered employees of CITY for any purpose. CONSULTANT may not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY. CITY has no duty, obligation, or responsibility to CONSULTANT's agents or employees under the Affordable Care Act. CONSULTANT is solely responsible for any tax penalties associated with the failure to offer affordable coverage to its agents and employees under the Affordable Care Act and any other liabilities, claims and obligations regarding compliance with the Affordable Care Act with respect to CONSULTANT's agents and employees. CITY is not responsible and shall not be held liable for CONSULTANT's failure to comply with CONSULTANT's duties,

obligations, and responsibilities under the Affordable Care Act. CONSULTANT agrees to defend, indemnify and hold CITY harmless for any and all taxes and penalties that may be assessed against CITY as a result of CONSULTANT's obligations under the Affordable Care Act relating to CONSULTANT's agents and employees.

**10. BUSINESS LICENSE**

CONSULTANT must obtain a City business license prior to the start of work under this Agreement, unless CONSULTANT is qualified for an exemption.

**11. OTHER LICENSES AND PERMITS**

CONSULTANT warrants that it has all professional, contracting and other permits and licenses required to undertake the work contemplated by this Agreement.

**12. FAMILIARITY WITH WORK**

By executing this Agreement, CONSULTANT warrants that CONSULTANT (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services required under this Agreement. If the services involve work upon any site, CONSULTANT warrants that CONSULTANT has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of the services set forth in this Agreement. Should CONSULTANT discover any latent or unknown conditions that will materially affect the performance of the services set forth in this Agreement, CONSULTANT must immediately inform CITY of that fact and may not proceed except at CONSULTANT's risk until written instructions are received from CITY.

**13. CARE OF WORK**

CONSULTANT must adopt reasonable methods during the term of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and other components to prevent losses or damages, and will be responsible for all damages to persons or property, until acceptance of the work by CITY, except those losses or damages as may be caused by CITY's own negligence.

**14. CONSULTANT'S ACCOUNTING RECORDS; OTHER PROJECT RECORDS**

Records of CONSULTANT's time pertaining to the project, and records of accounts between CITY and CONSULTANT, will be kept on a generally recognized accounting basis. CONSULTANT will also maintain all other records, including without limitation, specifications, drawings, progress reports and the like, relating to the work and services identified in Exhibit A. All records will be available to CITY during normal working hours. CONSULTANT will maintain these records for three years after final payment.

**15. INDEMNIFICATION**

CONSULTANT will indemnify, defend, and hold harmless CITY, the Successor Agency to the Former Redevelopment Agency of the City of Torrance, the City Council, each member thereof, present and future, members of boards and commissions, their officers, agents, employees and volunteers (collectively "City Affiliates") from and against any and all liability, expenses, including defense costs and legal fees, and claims for damages whatsoever, arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of CONSULTANT. The obligation to indemnify, defend and hold harmless includes, but is not limited to, any liability or expense, including defense costs and legal fees, arising from the negligent acts or omissions, or willful misconduct of CONSULTANT, its officers, employees, agents, subconsultants or vendors. CONSULTANT's obligations to indemnify, defend and hold harmless will apply even in the event of concurrent negligence on the part of City Affiliates, except for liability resulting solely from the negligence or willful misconduct of City Affiliates. Payment by CITY is not a condition precedent to enforcement of this indemnity. In the event of any dispute between CONSULTANT and CITY, as to whether liability arises from the sole negligence of City Affiliates, CONSULTANT will be obligated to pay for the defense of City Affiliates until such time as a final judgment has been entered adjudicating City Affiliates as solely negligent. CONSULTANT will not be entitled in the event of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation. It is the express intent of CITY and CONSULTANT that this provision is meant to comply with California Civil Code Section 2782.8.

**16. NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES**

No officer or employee of CITY will be personally liable to CONSULTANT, in the event of any default or breach by the CITY or for any amount that may become due to CONSULTANT.

**17. INSURANCE**

- A. CONSULTANT and its subCONSULTANTS must maintain at their sole expense the following insurance, which will be full coverage, not subject to self insurance provisions:
  - 1. Automobile Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability:
    - a. Primary Bodily Injury with limits of at least \$500,000 per person, \$1,000,000 per occurrence; and
    - b. Primary Property Damage of at least \$250,000 per occurrence; or
    - c. Combined single limits of \$1,000,000 per occurrence.

2. General Liability including coverage for premises, products and completed operations, independent CONSULTANTS/vendors, personal injury and contractual obligations with combined single limits of coverage of at least \$1,000,000 per occurrence.
  3. Professional liability insurance with limits of at least \$1,000,000 per occurrence.
  4. Workers' Compensation with limits as required by the State of California and Employer's Liability with limits of at least \$1,000,000.
- B. The insurance provided by CONSULTANT will be primary and non-contributory.
- C. CITY, the Successor Agency to the Former Redevelopment Agency of the City of Torrance, the City Council and each member thereof, members of boards and commissions, every officer, agent, official, employee and volunteer must be named as additional insureds under the automobile and general liability policies.
- D. CONSULTANT must provide certificates of insurance and/or endorsements indicating appropriate coverage, to the City Clerk of the City of Torrance before the commencement of work.
- E. Each insurance policy required by this Paragraph must contain a provision that no termination, cancellation or change of coverage can be made without thirty days notice to CITY.

**18. SUFFICIENCY OF INSURERS**

Insurance required by this Agreement will be satisfactory only if issued by companies admitted to do business in California, rated "B+" or better in the most recent edition of Best's Key Rating Guide, and only if they are of a financial category Class VII or better, unless these requirements are waived by the Risk Manager of CITY ("Risk Manager") due to unique circumstances. In the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to CITY, the CONSULTANT agrees that the minimum limits of any insurance policies or performance bonds required by this Agreement may be changed accordingly upon receipt of written notice from the Risk Manager; provided that CONSULTANT will have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of CITY within 10 days of receipt of notice from the Risk Manager.

**19. CONFLICT OF INTEREST**

- A. No officer or employee of the CITY may have any financial interest, direct or indirect, in this Agreement, nor may any officer or employee participate in any decision relating to the Agreement that effects the officer or employee's financial interest or the financial interest of any corporation,



partnership or association in which the officer or employee is, directly or indirectly interested, in violation of any law, rule or regulation.

- B. No person may offer, give, or agree to give any officer or employee or former officer or employee, nor may any officer or employee solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any way pertaining to any program requirement, contract or subcontract, or to any solicitation or proposal.

**20. NOTICE**

- A. All notices, requests, demands, or other communications under this Agreement will be in writing. Notice will be sufficiently given for all purposes as follows:
1. Personal delivery. When personally delivered to the recipient, notice is effective on delivery.
  2. First Class mail. When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three mail delivery days after deposit in an United States Postal Service office or mailbox.
  3. Certified mail. When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.
  4. Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.
  5. Facsimile transmission. When sent by fax to the last fax number of the recipient known to the party giving notice, notice is effective on receipt. Any notice given by fax will be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.



6. Addresses for purpose of giving notice are as follows:

CONTRACTOR:	CONSULTANT'S NAME AND ADDRESS
-------------	-------------------------------

Fax: INSERT FAX NUMBER

CITY:	City Clerk City of Torrance 3031 Torrance Boulevard Torrance, CA 90509-2970 Fax: (310) 618-2931
-------	---

- B. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified, will be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.
- C. Either party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Agreement.

**21. PROHIBITION AGAINST ASSIGNMENT AND SUBCONTRACTING**

This Agreement and all exhibits are binding on the heirs, successors, and assigns of the parties. The Agreement may not be assigned or subcontracted by either CITY or CONSULTANT without the prior written consent of the other.

**22. INTEGRATION; AMENDMENT**

This Agreement represents the entire understanding of CITY and CONSULTANT as to those matters contained in it. No prior oral or written understanding will be of any force or effect with respect to the terms of this Agreement. The Agreement may not be modified or altered except in writing signed by both parties.

**23. INTERPRETATION**

The terms of this Agreement should be construed in accordance with the meaning of the language used and should not be construed for or against either party by reason of the authorship of this Agreement or by any other rule of construction that might otherwise apply.

**24. SEVERABILITY**

If any part of this Agreement is found to be in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in conflict with any applicable laws, but the remainder of the Agreement will remain in full force and effect.

**25. TIME OF ESSENCE**

Time is of the essence in the performance of this Agreement.

**26. GOVERNING LAW; JURISDICTION**

This Agreement will be administered and interpreted under the laws of the State of California. Jurisdiction of any litigation arising from the Agreement will be in Los Angeles County, California.

**27. COMPLIANCE WITH STATUTES AND REGULATIONS**

CONSULTANT will be knowledgeable of and will comply with all applicable federal, state, county and city statutes, rules, regulations, ordinances and orders.

**28. WAIVER OF BREACH**

No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default will impair the right or remedy or be construed as a waiver. A party's consent or approval of any act by the other party requiring the first party's consent or approval will not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and will not be a waiver of any other default concerning the same or any other provision of this Agreement.

**29. ATTORNEY'S FEES**

Except as provided for in Paragraph 15, in any dispute, litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party will be awarded reasonable attorney's fees, together with any costs and expenses, to resolve the dispute and to enforce any judgment.

**30. EXHIBITS**

All exhibits identified in this Agreement are incorporated into the Agreement by this reference.

**31. CONSULTANT'S AUTHORITY TO EXECUTE**

The persons executing this Agreement on behalf of CONSULTANT warrant that (i) CONSULTANT is duly organized and existing; (ii) they are duly authorized to execute this Agreement on behalf of CONSULTANT; (iii) by so executing this Agreement, CONSULTANT is formally bound to the provisions of this Agreement; and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which CONSULTANT is bound.

CITY OF TORRANCE,  
a municipal corporation

Firm Name  
Type of Entity

\_\_\_\_\_  
Patrick J. Furey, Mayor

By: \_\_\_\_\_  
Signer  
Title

ATTEST:

\_\_\_\_\_  
Rebecca Poirier, MMC  
City Clerk

APPROVED AS TO FORM:  
JOHN L. FELLOWS III  
City Attorney

By: \_\_\_\_\_

Attachments:	Exhibit A	Request for Proposals
	Exhibit B	Proposal

Revised: 5/28/2015

**EXHIBIT A**  
**REQUEST FOR PROPOSALS**  
**[To be attached]**

**EXHIBIT B**

**PROPOSAL**

**[To be attached]**